



Amendment No. 2  
to  
Contract No. NS170000065  
for  
Advantage Financial System Software Maintenance and Support  
between  
CGI Technologies and Solutions Inc.  
and the  
City of Austin

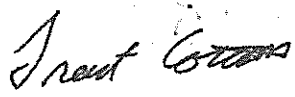
This Amendment No. 2 ("Amendment") to the Maintenance and Special Services Agreement Contract No. NS170000065, as previously amended ("Agreement"), is made and entered into as of March 11, 2019 ("Effective Date") by the City, by and between the City of Austin, Texas ("City") and CGI Technologies and Solutions Inc. ("Contractor").

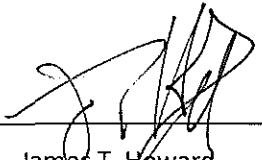
- 1.0 The Agreement is hereby amended by increasing the authorized amount by \$18,218.00 to re-establish the test environment for Advantage® Financial System Software using AIX/WebSphere.
- 2.0 The City hereby accepts the Scope of Work as detailed in Work Request No. 1, as amended, for a total firm fixed price of \$746,066.00, a copy of which has been provided to the City.
- 3.0 The total Agreement authorization is recapped below.

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2017 – 09/30/2027	\$9,838,266.17	\$9,838,266.17
Amendment No. 1	\$727,848.00	\$10,566,114.17
Amendment No. 2	\$18,218.00	\$10,584,332.17

- 4.0 MBE/WBE goals do not apply to this Amendment.
- 5.0 By signing this Amendment, Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions of the Agreement, as previously amended, remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

By:   
Name: Trent Cottom  
Title: Director Consulting Services

By:   
Name: James T. Howard  
Title: Information Technology  
Procurement Manager

**Amendment No. 1  
to  
Work Request No. 1**

This Amendment No. 1 ("Amendment") to Work Request No. 1 ("Work Request") is issued on March 11, 2019 ("Effective Date") pursuant to the Maintenance and Special Support Agreement, contract number NS170000065, dated October 1, 2017 ("Agreement") between the City of Austin, a home-rule municipality incorporated by the State of Texas ("City") and CGI Technologies and Solutions Inc. ("CGI"). Except as expressly revised in this Amendment, the terms and conditions of the Work Request and Agreement remain in full force and effect.

Work Request No. 1 is amended as follows:

**1. Services to be Performed.**

Section 1 (Services to be Performed) is updated to add the support services noted below to be provided by CGI:

- Project management/support
- City 3.11.1D test environment (CGI location)
- Re-establish test environment using AIX/WebSphere

CGI's scope of services is limited to the tasks and deliverables as specified in Work Request No. 1, Appendix A: 3.11.1D Upgrade Tasks and the tasks noted above. Requests for additional services not defined in scope of this Amendment or the Work Request must be contracted by the parties through a change order agreed upon in writing by both parties.

**2. Compensation.**

Section 4 (Compensation), Subsection B (Payment Terms) of the Work Request is hereby amended to add the task noted below to the Payment Milestone table. The firm, fixed price of \$18,218.00 is due and payable upon execution of this Amendment. The total compensation for the Work Request is amended to be \$746,066.00.

Payment Milestones	Amount
Re-establish City Upgrade Environment (CGI Location)	\$18,218.00
<b>Total:</b>	<b>\$18,218.00</b>

CGI will address the invoices to the City Work Request Manager.

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)	City of Austin (City)
By: <u>Trent Cottom</u>	By: <u>[Signature]</u>
Name: <u>Trent Cottom</u>	Name: <u>James T. Howard</u>
Title: <u>Director Consulting Services</u>	Title: <u>IT Procurement Manager</u>
Date: <u>March 18, 2019</u>	Date: <u>3/20/19</u>



Amendment No. 1  
to  
Proprietary Software License Agreement  
between  
CGI Technologies and Solutions Inc.  
and the  
City of Austin

This Amendment No. 1 ("Amendment") to the Proprietary Software License Agreement dated August 23, 2004, as amended, ("License Agreement") is made as of October 1, 2017 ("Effective Date") by and between CGI Technologies and Solutions Inc. ("CGI") and the City of Austin ("City").

WHEREAS, the City and CGI entered into the License Agreement to license the CGI Advantage Software ("Licensed Software") and related third party software products ("Third Party Software"); and

WHEREAS, the License Agreement was originally attached as Exhibit H to a certain Agreement for the Delivery, Modification, Installation, and Support of an Upgrade of the City's Accounting System dated August 23, 2004 ("Upgrade Agreement"); and

WHEREAS, upon expiration of the Upgrade Agreement, the parties entered into a certain Maintenance and Special Support Agreement dated October 1, 2007, ("MSSA"), which also attached and incorporated the License Agreement; and

WHEREAS, from time to time the City and CGI have previously agreed to modify the License Agreement through amendments to the Upgrade Agreement and the MSSA; and

WHEREAS, the parties desire to enter into this Amendment and future Amendments to the License Agreement independently of services agreements between the City and CGI and to number such amendments beginning with the number one; and

WHEREAS, the City and CGI have agreed enter into this Amendment to further modify the License Agreement to add additional Licensed Software and Third Party Software Products

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:.

- 1.0 Governing Document. The License Agreement as previously amended is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the License Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in the Amendment and the License Agreement, this Amendment shall govern and control.
- 2.0 Exhibit A. Exhibit A of the License Agreement is replaced and restated in its entirety with the attached Exhibit A to add certain Licensed Software and Third Party Software specified therein.

- 3.0 Fees and Payment Terms. Section 5 of Exhibit A sets forth the license fees for additional Licensed Software and Third Party Software. The license fees for the additional Licensed Software and Third Party Software Products, as specified in Exhibit A are due from and payable by the City upon execution of this Amendment and are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. All other payment terms of the License Agreement apply to this Amendment.
- 4.0 MBE/WBE goals do not apply to the License Agreement.
- 5.0 By signing this Amendment CGI certifies that CGI and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the License Agreement.

Sign/Date: Michael D. Wendland 8/28/17  
Name: Michael D. Wendland  
Authorized Representative

Sign/Date: [Signature]  
Name: JAMES T. HOWARD  
Procurement Manager

CGI Technologies and Solutions, Inc.  
11325 Random Hills Road  
Fairfax, Virginia 22030  
(703) 267-8000

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

## EXHIBIT A

### CGI Technologies and Solutions Inc. Proprietary Software License Agreement

1. **Licensed Software.** CGI is licensing to City the following computer software components, comprising the Software:

CGI Advantage® Financial Management Base System including the following functionality:

- Accounts Payable
- Accounts Receivable
- Billing
- Cash Management
- Fund Accounting
- Cost Allocation
- Cost Accounting
- Fund Accounting
- CGI Projects and Grants Management
- CGI Advantage Inventory Management
- CGI Advantage Asset Management
- CGI Advantage Debt Management – **Limited use license for bond functionality only up to five (5) concurrent users**

CGI Advantage Procurement Professional including:

CGI Advantage Vendor Self Service – **City cancelled Maintenance Services as of October 1, 2012**

CGI infoAdvantage Server Bundle – **City cancelled Maintenance services as of October 1, 2014**

City may use the source code for CGI Advantage Software only to maintain and enhance the Software and for no other purpose. City may modify the Software and Documentation and merge them into other material to form a derivative work for City's own use. Any portion of the Software or Documentation included in such a derivative work will continue to be subject to all terms of this Agreement including warranty and maintenance agreements. Upon termination of the license for the Software, City will deliver to CGI or destroy any portion of the Software or Documentation contained in any derivative works.

CGI will provide one (1) electronic copy of the Software to the City.

2. **Licensed Documentation.** The Specifications for the Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (<https://sc.cgi.com/advantage/>) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **License Type.** The Software is licensed to City on the following basis:

**Site License.** City is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI infoAdvantage which is a server license. In the event of the failure of the computers at the listed location(s), City may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

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4. **Work That May Be Processed.** City may only use the Software to process City's own work, which includes but is not limited to information resulting from AMS Advantage 3, AFS2, MRO Maximo, and derivatives based on the Upgraded Financial System. The City is understood to include its Affiliated Entities.
5. **License Fee.** Except as noted, the licenses specified in Section 1 and Section 7 of this Exhibit A, have been granted to Customer for License Fees previously paid.
6. **Third Party Products.** Included in the license fees set forth in Section 5 of this Exhibit are the license fees for certain third party products (the "Third Party Products") required to be used in connection with the Software, unless otherwise noted. CGI is providing the following Third Party Products to City:

1099 Convey – 1 User; 3,000 transactions  
***(Maintenance for 1099 Convey is cancelled pursuant to this Amendment.)***

Adobe Present Central Pro – 1 CPU, 10 Print Locations *[Governed by Shrink-wrap License]*  
Adobe Present Output Designer – 1 Named User License *[Governed by Shrink-wrap License]*  
***(Maintenance for Adobe Present Central Pro and Adobe Present Output Designer was cancelled upon BIRT Go-Live.)***

Eclipse BIRT Engine – Production – 2 Cores  
Eclipse BIRT Engine – Non Production – 2 Cores  
BIRT Designer – Unlimited copies of BIRT Designer included with BIRT Modules

Pervasive (formerly Data Junction®) Integrator Professional Developer License – 4 single core -Named User Licenses  
Pervasive (formerly Data Junction®) Integrator Professional Unix/AIX Engine™ – 2 Single Threaded  
PDI Pro Design Studio Upgrade to 2 Core – 3 Named User  
(In addition to Maintenance on the PDI Pro Design Studio Upgrade (added with Amendment 5), City retains maintenance on PDI Pro Engine (Production) and PDI Pro Engine (Non Production).

Macromedia's RoboHelp® Office (1 Named User License)

Maximo Enterprise MRO – ***(City cancelled Maintenance as of March 1, 2009).***  
Maximo for Utilities (100 registered users)  
Maximo Asset Management (42 registered users)  
Maximo Field Control (142 registered users)  
Maximo Asset management Tier 1 Requester (2000 users)  
Maximo Mobile Inventory manager (5 registered users)

Business Objects – ***(City cancelled Maintenance as of October 1, 2014)***  
BusinessObjects Enterprise Professional for QRA & WebIntelligence- 4 CPU Unrestricted License  
BusinessObjects Enterprise Professional for QRA & WebIntelligence- 4 CPU Restricted License  
BusinessObjects Enterprise Professional for QRA & WebIntelligence- 100 NUL Restricted License  
***[Note to City:*** An Unrestricted Data License allows the City to use Business Objects with data processed by systems other than Advantage except for data processed in the SAP

ERP System (see SAP Software Use Rights Agreement at [www.sap.com/company/legal/index.epx](http://www.sap.com/company/legal/index.epx)).

IBM WebSphere Application Server Network Deployment – 500 Processor ValueUnits  
IBM WebSphere Integration Server Foundation (WBISF) Software – 2 (*Note: WBISF is no longer supported by IBM.*)

[See *attached for additional IBM Terms to Amendment 7*]


DeltaXML – 1 Site License

Versata Logic Server – 1 Site License

Versata Designer Studio – 5 Named User Licenses

All rights of City in and to the Third Party Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. In addition the Software may contain or require the use of open source products; any such products incorporated in, or used with, the Software are subject to the applicable open source license agreement included in the Documentation. CGI does not itself give or make any warranty or indemnification of any kind with respect to Third Party Products. Changes in the Software which CGI may make from time to time may make it necessary for City to acquire, at its own expense, updated versions of the Third Party Products.

Agreed to and initialed for identification by:

  
\_\_\_\_\_  
(City)

\_\_\_\_\_  
(CGI)

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY  
CERTIFICATION OF FILING

Certificate Number:  
2017-250145

Date Filed:  
08/15/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CGI Technologies and Solutions Inc  
Fairfax, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 7400 NS170000065

Advantage software license and maintenance

[illegible]

5 Check only if there is NO Interested Party.



## 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFRAX NOTARY STAMP/ SEAL ABOVE

Sworn to and subscribed before me, by the said Trent  
20 17, to certify which, witness my hand and seal of office.

Signature of authorized agent of contracting business entity

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath





# City of Austin FSD Purchasing Office

## Certificate of Exemption

DATE: 05/18/2017

DEPT: FSD - Controller's Office

TO: Purchasing Officer or Designee

FROM: Richard Scheel

BUYER: Jim Howard

PHONE: (512) 974-2531

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
  - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
  - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
  - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
  - ☐ a procurement for personal, professional, or planning services
  - ☐ a procurement for work that is performed and paid for by the day as the work progresses
  - ☐ a purchase of land or right-of-way
  - ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
  - ☐ a purchase of rare books, papers, and other library materials for a public library
  - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
  - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
  - cooperative purchasing administered by a regional planning commission established under Chapter 391
  - ☐ services performed by blind or severely disabled persons
  - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
  - ☐ electricity
  - ☐ advertising, other than legal notices
  - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

The Advantage Financial System is an Intellectual property of CGI, Inc. In addition, CGI's marketplace relationships with third party vendors providing supporting software tools are the result of agreements between CGI and those third parties and are not otherwise available to the City on similar terms.

4. Please attach any documentation that supports this exemption.

5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with CGI  
which will cost approximately \$ 9,000,000.00 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

[Signature] 5-30-17  
Originator Date

Approved  
Certification

[Signature]  
Department Director or designee Date

[Signature] 5-30-17  
Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

[Signature] 6/12/17 [Signature]  
Buyer Date Manager Initials

Exemption Authorized  
(if applicable)

[Signature] 6/12/17  
Purchasing Officer or designee Date

02/26/2013

**AGREEMENT BETWEEN THE CITY OF AUSTIN, TEXAS AND  
CGI TECHNOLOGIES AND SOLUTIONS, INC.  
FOR  
MAINTENANCE AND SPECIAL SUPPORT OF  
THE CITY'S FINANCIAL SYSTEM  
MA-7400-NS170000065**

This agreement for maintenance and special support (the "Agreement") is made effective as of the 1st day of October, 2017 (the "Effective Date"), by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, VA, 22030.

WHEREAS, the City has installed CGI's Advantage<sup>®</sup> Financial System more commonly known as Advantage ("Software") and has had it in use since October 1, 2006 (City Contract Reference Number PC 740SS000324); and

WHEREAS, the City has a license to use the Software pursuant to the Proprietary Software License Agreement between the City and CGI dated August 23, 2004 ("License Agreement");

WHEREAS, the City desires CGI to provide maintenance of the Software for which CGI is the only provider due to intellectual property reasons; and

WHEREAS, CGI is prepared to provide said maintenance to the City; and

WHEREAS, the City may require, from time to time, Software modification and/or enhancement services for which CGI is the only provider due to intellectual property reasons; and

WHEREAS, the City and CGI entered into a certain Maintenance and Special Support Services Agreement on October 1, 2007, to provide annual maintenance of the Software and special support services for the Software as requested from time to time by the City; and

WHEREAS, the October 1, 2007 Maintenance and Special Support Services Agreement is to expire on September 30, 2017; and

WHEREAS, the City has a continuing need for maintenance and special support services for the Software and wishes to engage CGI to provide such services as the City requests from time to time; and

WHEREAS, the City Council on August 17, 2017, authorized the negotiation and execution of an agreement with CGI to provide annual maintenance of the Software and special support services for the Software as requested from time to time by the City;

NOW, THEREFORE, for and in consideration of the services to be performed hereunder, and the monetary consideration to be paid therefor as provided herein, and other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1. Engagement of CGI.** Subject to the general supervision by the City, and subject to the provisions of the terms and conditions contained herein, CGI is engaged to: a) to provide maintenance support of the Software (including identified third party products) as specified in Exhibit A; and b) to provide additional special support, as requested by the City from time to time in a Work Request executed by both parties. A Work Request may be for services such as consulting services and modifications and enhancements to the Software as the City and CGI shall jointly document, develop, test and deploy.

**1.2. Responsibilities of CGI.** CGI shall be responsible for providing all personnel and other resources not specifically provided by the City but which are required to accomplish the tasks generally defined in 1.1 above, and described in detail in each Work Request. As appropriate to circumstances, CGI may perform these tasks on-site or remotely. CGI will serve as the single point of contact for all CGI's subcontractors, partners and suppliers and shall be responsible for such subcontractors as set forth in Section XI below. Any CGI staff using the City's network will abide by the City's Acceptable Use Agreement attached hereto as Exhibit E.

### **1.3. Responsibilities of the City.**

- 1.3.1. **Project Manager.** For each Work Request, the City will designate a Project Manager who will be responsible for exercising general oversight and direction of CGI's efforts in completing the tasks in the Work Request. Specifically, the City's Project Manager will be available to CGI to discuss and resolve any contractual issues that might arise during the term of the Agreement, shall participate regularly in conference calls or meetings for status reporting, and shall promptly review any written reports submitted by CGI. The City's Project Manager shall give CGI timely feedback on the acceptability of contract deliverables.
  - 1.3.2. **Access to Staff, Facilities, and Resources.** The City will provide CGI with access to the City project team, and to other members of City staff as appropriate to the effort. The City will arrange for on-site and visiting CGI personnel to have suitable and safe access to City's facilities and systems, including communications linkages. City will provide suitable work space and associated resources for CGI personnel working on-site, including all necessary computing and office support resources.
- 1.4. Designated Points of Contact.** The designated Points of Contact for each party will exercise oversight of this Agreement, as monitored through face to face, telephonic, and written communications (including electronic mail and facsimile transmission) and reporting. Such Points of Contact may be changed upon written notice to the other party provided however that in the event CGI wishes to change their Point of Contact for this Agreement the City shall have the reasonable right to pre-approve the replacement.
- 1.4.1. Trent Cottom and Michael Wendland shall act as CGI's points of contact.
  - 1.4.2. Mr. Richard Scheel, Deputy Controller, will serve as the City's senior point of contact for this Agreement.

### **SECTION II. MAINTENANCE SERVICES AND WORK REQUEST.**

- 2.1.** The objective of the work to be performed hereunder is: a) to provide continuing maintenance support for the Software as set forth in the Proprietary Software Maintenance Agreement ("Maintenance Agreement") attached hereto as Exhibit A; and b) to provide such special support, including, but not limited to software patch installation, custom software development and installation, and special consulting services as specified in a Work Request substantially in the form attached hereto as Exhibit B.

### **SECTION III. DELIVERABLES AND REPORTS PURSUANT TO A WORK REQUEST**

- 3.1. General.** Preparation and acceptance of deliverables, specified in a Work Request to be developed by CGI and approved in writing by the City, will be conducted as described below.
- 3.2. Written Deliverables.** For the purposes of this Agreement, "written" shall mean either a) a printed "hard copy" or b) an electronic copy in a common electronic format (MS Word, MS Excel, MS PowerPoint, MS Access, MS Project) with preference to an electronic copy.
- 3.2.1. CGI may submit interim drafts of written deliverables to City for review. Such drafts are to be clearly marked as "draft" using MS Word "watermarking" or similar technology. The City agrees to review each interim draft within ten (10) business days after receipt, and to provide review comments to CGI. CGI shall then modify the deliverable and re-submit "final" versions of the deliverables to the City.
  - 3.2.2. The City will have the opportunity to review the written final deliverable for an acceptance period of ten (10) business days after delivery.
  - 3.2.3. The City agrees to notify CGI in writing of the rejection of the deliverable as presented. If rejected, City agrees to describe, in reasonable detail, any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If CGI does not receive any such deficiency notice from the City by the end of the acceptance period, the Written Deliverable is considered acceptable without further modification.
  - 3.2.4. If the City delivers CGI a timely notice of deficiencies, CGI will correct the deficiencies within ten (10) business days and resubmit the written deliverable. Upon receipt of a corrected written deliverable from CGI, the City will have an additional ten (10) business days to confirm that the identified and agreed-upon deficiencies have been corrected. The time period for review and acceptance of written deliverables may be extended by mutual written agreement between the

parties. The City will not unreasonably withhold, delay or condition its approval of a final written deliverable.

- 3.3. Software Deliverables.** Acceptance testing is an iterative process designed to determine whether the software deliverable performs the function(s) described in its approved specification and to discover and remove nonconformities through repeated testing cycles. As used in this Agreement, "nonconformity" means a reproducible condition in a software deliverable that prevents the software deliverable from performing the functions described in its specifications such that the software deliverable does not operate or cannot be used in a production environment. "Specifications," for purposes of this Agreement shall mean the mutually agreed upon document that describes with particularity the functions to be performed by a software deliverable and that is designated in the Work Request under which the software deliverable is being developed as the specifications for that software deliverable.

The Maintenance Agreement covers all standard patches and fixes that are available at no cost to all maintenance customers of CGI. Software deliverables developed pursuant to a Work Request shall be considered customizations to the Software.

- 3.3.1. Testing.** City and CGI agree to mutually develop a testing plan appropriate for each deliverable specified in a Work Request. The testing plan will include, but not be limited to, responsibilities of CGI and the City, testing methodology, testing schedule and time line. Unless otherwise specified in a Work Request the acceptance testing period shall be thirty (30) calendar days.

- 3.3.2. Nonconformities.** By the end of the acceptance period specified in the Work Request, the City will provide CGI with a final written list of outstanding nonconformities. A nonconformity must be described to CGI in sufficient detail to allow CGI to recreate it. CGI will modify the software deliverable to remove the listed nonconformities and will deliver the replacement software deliverable. The City and CGI shall mutually agree on a time period for re-testing, but if no period can be agreed upon the re-testing period will be fifteen (15) business days. If any listed nonconformities are not corrected, the City will provide CGI with written notice by the end of the re-testing period. In such event, the procedures set forth in this Section will be repeated for the remaining listed nonconformities.

- 3.3.3. Actual Acceptance.** CGI and City each agree to work diligently to achieve acceptance of software deliverables at the earliest possible date, and the City will work diligently to include the software deliverable into live production operation. Acceptance of a Software Deliverable will take place when any of the following events occurs:

- 3.3.3.1. The City gives CGI written notice of acceptance; OR
- 3.3.3.2. The City uses the Software Deliverable or any substantial portion of it in live production operations; OR
- 3.3.3.3. The Acceptance Test Period expires without the City having given CGI a list of Nonconformities; OR
- 3.3.3.4. The retesting period expires without the City providing CGI with a notice of remaining nonconformities.

### **3.4. Reports.**

- 3.4.1. CGI Team Listing.** In the event that CGI staff is on-site, CGI shall provide a report, including name and local contact information so that on-site staff may be appropriately identified according to City security policies. In the event that on-site staff changes, this report shall be updated and resubmitted.

- 3.4.2. Progress Reports.** In general, progress reports will serve as formal communication, and will address achievement of milestones, problems discovered and corrected, and any other matters that CGI wants to communicate officially to City. Progress reports may be presented by electronic mail or by hard-copy document. Specific progress report(s) will be submitted and developed in a mutually agreeable format and on a mutually agreeable schedule of presentation as specified in the Work Request.

### 3.5. Special Reports.

3.5.1. **Software Customization Reports.** If specified in the Work Request, CGI and City will jointly develop reports on Software customization efforts. In most cases, these reports will document functionality and required changes, and address variances from the baseline or City custom configuration, and will serve as supporting documentation for functional and technical experts to use in the development of testing, training, technical support and other tasks.

3.5.2. **Special Support Services Reports.** If specified in the Work Request, CGI and City will jointly develop reports to address special support services.

## SECTION IV. COMPENSATION

### 4.1. Fees.

4.1.1. City will pay, upon execution of this Agreement, the first year's maintenance fees set forth in the Maintenance Agreement attached as Exhibit A. CGI will not be obligated to provide maintenance services in any Maintenance Period (including the initial Maintenance Period) unless the maintenance fees for the Maintenance Period have been paid in full. After the term of this Agreement expires, subject to compliance with Section 2.D of Exhibit A, the City may continue to contract for maintenance support services at CGI's then-current prices.

4.1.2. Unless otherwise expressly authorized in the Agreement, CGI shall pass through all subcontract and other authorized expenses at actual cost without markup. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.1.3. In addition to CGI's annual maintenance charges, the City has included the amount of \$500,000 per annum as a ceiling authorization amount to fund such special support services as the City and CGI shall jointly identify for special support services pursuant to an executed Work Request. This amount is an authorization ONLY; nothing shall require that City obligate or disburse funds except to fund special support services as described herein. The following hourly rates are inclusive of all travel and travel related expenses including any per diem. For Work Requests executed in the first year of the Agreement, the hourly rates are as follows:

Onsite Hourly Rate – \$195/hr

- Patching
- Developer
- Systems Analyst
- Team Lead

Offsite Hourly Rate – \$165/hr

- Patching
- Developer
- Systems Analyst
- Team Lead

The rates for Work Requests executed in subsequent years will be agreed upon in the applicable Work Request provided, however, that any increase in the hourly rates will not exceed ten percent (10%) per year.

4.2. **Payment.** Payments shall be made by Electronic Funds Transfer to an account designated by CGI or by check sent to CGI at P.O. Box 101043, Atlanta, Georgia 30392. CGI shall send duplicate invoices to the attention of Richard Scheel, Deputy Controller, P.O. Box 2920, Austin, TX 78767 or by email at Richard.scheel@austintexas.gov. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the invoice. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent (1%) per month or the maximum lawful rate; except, if payment is not timely made for a reason for which City may withhold payment hereunder. City may

withhold payment of any specific invoiced charges which it disputes in good faith provided it pays all undisputed charges on the invoice within the agreed payment period and promptly notifies CGI of the amount in dispute and the reasons why it disputes the charges. CGI and City will work together in good faith to resolve any disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) calendar days after the original payment due date receipt, the parties will resolve such dispute as provided in the Dispute Resolution section below. City will pay any disputed amounts within five (5) business days after the dispute has been resolved. Disputes with respect to invoiced amounts will be waived unless the invoiced amounts are either paid or raised in writing as provided in this section. If City withholds payment of any amount due under an invoice without following the procedures set forth above, CGI may suspend performance under a Work Request with respect to which payment has been withheld. CGI will provide City with fifteen (15) days prior written notice before suspending performance. CGI will resume performance within a reasonable period of time after the payment dispute is resolved, and all aspects of the Work Request (including without limitation the project schedule and budget) will be equitably adjusted.

**4.3. Payment Offset.** The City shall pay CGI annually in full for the maintenance and support at each year's anniversary. The City may withhold or set off the entire payment or part of any payment otherwise due to CGI under a Work Request to such extent as may be necessary on account of the following circumstances arising under such Work Request:

- 4.3.1. third party claims, which are not covered by the insurance which CGI is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.2. failure of CGI to pay subcontractors, or for labor, materials or equipment;
- 4.3.3. damage to the property of the City or the City's agents, employees or subcontractors, which is not covered by insurance required to be provided by CGI;
- 4.3.4. failure of CGI to submit proper invoices with all required attachments and supporting documentation.

Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of § 2-8-3 of the City Code concerning the right of the City to offset indebtedness owed the City.

**4.4. Availability of Funds.** The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to CGI. The City shall provide CGI written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of no or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

**4.5. Audit.** CGI agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examines, or reproduces, any and all records of CGI related to the charges under this Agreement. CGI shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and Irrigation matters that the City has brought to the attention of CGI are resolved, whichever is longer. CGI agrees to refund to the City any overpayments disclosed by any such audit. CGI shall include this section in all subcontractors agreements entered into in connection with this Agreement.

## **SECTION V. TERM AND TERMINATION**

**5.1. Term.** This Agreement will commence on the Effective Date, and will continue for a period of ten (10) years, until September 30, 2027.

**5.2. Stop Work Order.** The City shall have the right and fiduciary obligation to issue a Stop Work Order if, in the exclusive judgment of the City's Project Manager, a condition exists that will compromise the successful completion of this Agreement. Upon issuance, CGI is to immediately cease all work, billable or gratis, on-site or off-site that is included in, or required in order to fulfill this Agreement. City's Project



Manager will then coordinate a meeting between the City's Executive Staff and CGI's Executive Staff in order to resolve the issue.

- 5.3. Delays.** The City may delay scheduled delivery or other due dates by written notice to CGI if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and CGI shall negotiate an equitable adjustment for costs incurred by CGI in the Agreement price and execute an amendment to the Agreement. CGI must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in herein. However, nothing in this provision shall excuse CGI from delaying the delivery as notified.
- 5.4. Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 5.5. Default.** CGI shall be in default under the Agreement if CGI: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under Paragraph 5.4, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
- 5.6. Termination for Cause.** If a party believes that the other party has failed to perform a fundamental obligation the failure of which defeats the essential purpose of this Agreement under which the obligation arises (a "Breach"), then that party may provide written notice directed to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this section. If the breaching party does not, within thirty (30) calendar days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) calendar days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non-breaching party may terminate the Agreement for cause by providing written notice to the breaching party. Prior to termination of this Agreement for cause, the party receiving the initial notice under the preceding sentence will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position. The City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of CGI's Breach up to the full amount that has been paid to CGI under this Agreement.
- 5.7. Termination without Cause.** Neither party shall have the right to terminate this Agreement without cause.
- 5.8. Effect of Termination.** In the event that CGI terminates services for any reason, the Software License Agreement shall survive such termination and remain in effect.
- 5.9. Fraud.** Fraudulent statements by either Party pursuant to this Agreement shall be grounds for the termination of this Agreement for cause by the City and may result in legal action.

## **SECTION VI. CONFIDENTIALITY**

- 6.1. Confidentiality.** In order to conduct the work and provide the deliverables specified in the Work Requests herein, the City and CGI (collectively, "Parties" to this Agreement) may require access to certain of each other's and/or their licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Parties to this Agreement or their licensors consider confidential) (collectively, "Confidential Information"). The Parties to this Agreement acknowledge and agree that the Confidential Information is the valuable property of each respective Party and/or their licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure that Party and/or its licensors. The Parties to this Agreement (including their employees, subcontractors, agents, or representatives) agree that they will each maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other Party in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction; provided that each Party promptly notifies the other Party before disclosing such information so as to permit the other Party reasonable time to seek

an appropriate protective order. The Parties to this Agreement agree to use protective measures no less stringent than the each Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 6.2. Notification.** The City shall notify CGI in writing of its intent to allow a third party to use or otherwise access Confidential Information of CGI. Prior to being granted such right of use or access such third party shall pursuant to this section be required to execute a Confidentiality Agreement reasonably acceptable to CGI.

## **SECTION VII. PROPRIETARY RIGHTS**

- 7.1. Intellectual Property Rights.** Neither Party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under the Agreement. The provisions of Section VI do not prevent CGI from describing to potential customers any services or software deliverables provided by CGI under the Agreement, so long as CGI removes City's Confidential Information and any identifying references to City.
- 7.2. Opportunity to License.** CGI shall have the opportunity to non-exclusively license City developed processes and technologies which may assist CGI in subsequent deployments of the Software. CGI will make any such request in writing, and will include the anticipated use of the licensed properties. The City's Executive Staff, acting with the Controller's Office, Purchasing Office, Communications and Technology Management, and City Law Department will negotiate an equitable license agreement separate from this Agreement. The City may elect to accept an offset against project and/or maintenance costs in lieu of a licensing fee.

## **SECTION VIII. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY**

- 8.1. Quality of Services.** CGI warrants, for a period of forty-five (45) calendar days from when the services are performed, that such services will have been performed in a professional manner consistent with industry standards reasonably applicable to the performance of such services. If City believes there has been a breach of this warranty, it must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI's sole obligation, and City's exclusive remedy, will be for CGI to correct or re-perform, at no additional charge, any affected services to cause them to comply with this warranty. However, if CGI is unable to correct a breach of this warranty after repeated efforts, City will also be entitled to receive an equitable adjustment in CGI charges for the services in question (up to the total amount of such charges under the applicable Work Request) to reflect any reduction in the value of the services as a result of the uncorrected breach of warranty.
- 8.2. Disclaimer.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## **SECTION IX. INDEMNIFICATION**

- 9.1. Indemnified Claims.** Includes any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description by third party(ies), including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- 9.1.1. damage to or loss of the property of any person (including, but not limited to the City, its agents, officers, employees ); and/or
  - 9.1.2. death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City).
- 9.2. CGI's Obligation.** CGI shall defend (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against all Indemnified Claims arising out of, incident to, concerning or resulting from the fault of CGI, or CGI's agents, employees or subcontractors, in the performance of CGI's obligations under the Agreement. Nothing

herein shall be deemed to limit the rights of the City or CGI (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

- 9.3. Claims.** If any claim, demand, suit, or other action is asserted against CGI which arises under or concerns the Agreement, or which could have a material adverse effect on CGI's ability to perform hereunder, CGI shall give written notice thereof to the City within ten (10) business days after receipt of notice by CGI. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Attorney's Office, Austin City Hall, 301 W. 2nd Street, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 9.4. Infringement.** CGI represents and warrants to the City that: the deliverables supplied by CGI in accordance with the specifications in the Agreement will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party which are enforceable in the United States ("Intellectual Property Rights"); that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and CGI does not know of any valid basis for any such claims. CGI shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from any claim by a third party that the City's use of the deliverables infringes the Intellectual Property Rights of such third party. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors working at CGI's direction; or (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply to City; or (iii) City's failure to use any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to City's specifications or instructions. CGI does not warrant that the deliverables will be error-free or that its operation will be uninterrupted. City acknowledges that it alone is responsible for the results obtained from use of the deliverables, including without limitation the completeness, accuracy and content of such results. City acknowledges further that it alone is responsible for independent verification and testing of any such results prior to using them in its business.
- 9.5. Indemnification Procedures.** CGI's indemnification obligations specified in this Agreement are conditioned upon the City promptly notifying CGI in writing of the proceeding, providing CGI a copy of all notices received by the City with respect to the proceeding, cooperating with CGI in defending or settling the proceeding, and allowing CGI to control the defense and settlement of the proceeding, including the selection of attorneys. The City may observe the proceeding and confer with CGI at its own expense.

## **SECTION X. LIMITATION OF LIABILITY**

- 10.1. Limitations.** If City should become entitled to claim damages from CGI for any reason (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), CGI will be liable only for (i) the actual direct damages, not to exceed (in aggregate for all claims) amounts paid by City to CGI for the annual Maintenance Period with respect to which the claims arise or (ii) the amount of City's actual direct damages up to the amount that City paid CGI under the Work Request with respect to which the claims arise. In addition, in no event will CGI's aggregate liability for all claims arising under or relating to the Agreement exceed the total amount paid to CGI by City hereunder. These limits also apply to CGI's subcontractors and licensors. They are the maximum liability for which CGI and its subcontractors and licensors are collectively responsible.
- 10.2. No Liability for Certain Damages.** In no event will CGI or any person or entity involved in the creation, manufacture or distribution of any services or other materials provided by CGI under this Agreement be liable for: (i) any damages arising out of or related to the failure of the City or its affiliates or suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by Section IX); or (iii) any lost profits, loss of business, loss of data, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if CGI has been advised of the possibility of such damages.
- 10.3. Exclusions from Limitation of Liability; Survival.** The foregoing limitations do not apply to the

payment of settlements, costs, damages and legal fees referred to in Section IX. The limitations of liability set forth in this section will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in the Agreement. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

## **SECTION XI. SUBCONTRACTORS**

- 11.1.** Work under a Work Request may not be performed for CGI by a Subcontractor unless an amendment to this Agreement shall be mutually negotiated and include any minority business goals determined to be applicable to such subcontracting.

## **SECTION XII. MISCELLANEOUS**

### **12.1. Workforce.**

- 12.1.1. CGI shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement. Any CGI staff that will be on-site for a month or longer will be required to pass the City's criminal background check process. All CGI staff and any replacement CGI personnel must be pre- approved by the City before any services are performed by such employee under a Work Request.
- 12.1.2. CGI, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms or other weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the City's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. For the purpose of clear understanding, the City's property includes all facilities under the control, supervision or custodial care of the city, including property under lease to the City.
- 12.1.3. If a CGI worker is incompetent, disorderly, has knowingly or repeatedly violated safety regulations, has possessed any firearms or other weapons, or has possessed or was under the influence of alcohol or drugs on the job, the City or the City's representative will notify CGI and CGI shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without the City's prior written consent.
- 12.1.4. CGI will make reasonable efforts to correct personnel issues including, if necessary, removal of the individual from providing the Services. Access to any of the City's buildings by CGI, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the City for this purpose. CGI shall submit a complete list of all persons requiring access to the building at least thirty (30) calendar days in advance of their need for access. The City reserves the right to deny a security badge to any CGI personnel for reasonable cause, including failure of a Criminal History background check. The City will notify CGI of any such denial no more than twenty (20) calendar days after receipt of CGI's submittal.
- 12.1.5. Where denial of access by a particular person may cause CGI to be unable to perform any portion of the services, CGI shall so notify the City's point of contact, in writing, within ten (10) business days of the receipt of notification of denial.
- 12.1.6. CGI personnel will be required to check in at the security desk when entering or leaving the building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of CGI personnel from the worksite, without regard to CGI's schedule. Security badges may not be removed from the premises.
- 12.1.7. CGI shall provide the City's point of contact with a list of personnel scheduled to enter the building, seven (7) calendar days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- 12.1.8. CGI shall comply with all other reasonable security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

### **12.2. Insurance.**

#### **12.2.1. General Requirements**

- 12.2.1.1. CGI shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.
- 12.2.1.2. CGI shall forward Certificates of Insurance with the coverages and endorsements required below in the Specific Requirements to the City as verification of coverage within thirty (30) calendar days of notification of the award, unless otherwise specified.
- 12.2.1.3. CGI shall not commence the services until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of CGI hereunder and shall not be construed to be a limitation of liability on the part of CGI.
- 12.2.1.4. CGI's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 12.2.1.5. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificates of Insurance shall contain this Agreement's number and the following information:

Attn: Lynda Thorpe  
City of Austin, Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767

- 12.2.1.6. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and CGI, shall be considered primary coverage as applicable.
- 12.2.1.7. If insurance policies are not written for amounts specified below in the Specific Requirements, CGI shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 12.2.1.8. The City reserves the right to review the insurance requirements set forth during the term of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CGI. Any such adjustments must be mutually agreed upon between CGI and the City and documented in an amendment to this Agreement.
- 12.2.1.9. CGI shall not cause any insurance required hereunder to be canceled nor permit any such insurance to lapse during the term of the Agreement.
- 12.2.1.10. CGI shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in the policies.
- 12.2.1.11. Certificates of Insurance shall provide that the insurance provider will endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Specific Requirements.
- 12.2.1.12. The insurance coverages specified below in the Specific Requirements are required minimums and are not intended to limit the responsibility or liability of CGI.

12.2.2. Specific Requirements:

- 12.2.2.1. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
  - 12.2.2.1.1. Waiver of Subrogation, Form WC 420304
  - 12.2.2.1.2. Thirty (30) calendar days Notice of Cancellation, Form WC 420

12.2.2.2. Commercial General Liability Insurance: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

12.2.2.2.1. The policy shall contain the following provisions:

12.2.2.2.1.1. Blanket contractual liability coverage for liability assumed under the Agreement.

12.2.2.2.1.2. Independent Contractor's Coverage.

12.2.2.2.1.3. Products/Completed Operations Liability for the duration of the warranty/period.

12.2.2.2.2. The policy shall also include these endorsements in favor of the City of Austin:

12.2.2.2.2.1. Waiver of Subrogation, Endorsement CG 2404

12.2.2.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205 (c)  
The City of Austin listed as an additional insured, Endorsement CG 2010

12.2.2.3. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

12.2.2.3.1. The policy shall include these endorsements in favor of the City of Austin:

12.2.2.3.1.1. Waiver of Subrogation, Endorsement TE 2046A

12.2.2.3.1.2. Thirty (30) calendar days of Notice of Cancellation, Endorsement TE 0202A

12.2.2.3.1.3. The City of Austin listed as an additional insured, Endorsement TE 9901B

12.2.2.4. Professional Liability Insurance. Contractor shall provide coverage, at a minimum limit of \$250,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally performance of professional services under this Agreement. If coverage is written on a claims- made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and shall be provided for twenty-four (24) months following the completion of the Agreement.

**12.3. Notices.** Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days alter postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by any other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and CGI shall be addressed as follows:



In the case of City:	with a copy of legal notices to:
City of Austin Purchasing Office 1124 South IH 35 Austin, TX 78767 Attn: Jim Howard, Corporate Contract Compliance Manager Fax : 512-974-1822 Email: <a href="mailto:jim.howard@austintexas.gov">jim.howard@austintexas.gov</a>	City of Austin Controller's Office P.O. Box 2920 Austin, TX 78767 Attn: Richard Scheel Fax: : 512-974-2783 Phone: (512) 974-2531
In the case of CGI:	with a copy of legal notices to:
CGI Technologies and Solutions Inc. 111 Congress Avenue, Suite 400 Austin, TX 78701 Attn: Trent Cottom Fax: (512) 472-6729	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8 <sup>th</sup> Floor Fairfax, VA 22030 Attn: Office of General Counsel Fax: 703-267-7288

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- 12.4. Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material, not originally developed, is included in a report in any form, the source shall be identified.
- 12.5. Advertising.** CGI shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Agreement, except to the extent required by law.
- 12.6. No Contingent Fees.** CGI warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by CGI for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to CGI, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 12.7. Gratuities.** The City may, by written notice to CGI, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by CGI or any agent or representative of CGI to any officer or employee of the City of Austin with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CGI in providing such gratuities.
- 12.8. Prohibition against Personal Interest in Contracts.** No officer, employee, independent contractor, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of CGI shall render the Agreement voidable by the City.
- 12.9. Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CGI's services shall be those of an independent contractor. CGI agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.
- 12.10. Assignment-Delegation.** The Agreement shall be binding upon and enure to the benefit of the City and CGI and their respective successors and assigns, provided, however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by CGI without the prior written consent of the City. Any attempted assignment or delegation by CGI shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not

a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

- 12.11. Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either CGI or the City of any one or more events of default "by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 12.12. Modifications.** The Agreement can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any CGI invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
- 12.13. Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.
- 12.14. Dispute Resolution.**
- 12.14.1.** If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.
- 12.14.2.** Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and CGI agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and CGI will share the costs of mediation equally.
- 12.15. Survival.** Any provision of the Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement.
- 12.16. Nonsolicitation.** During the term of the Agreement and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment any employee of the other party who was assigned to the performance of the party's obligations under the Agreement or spent a substantial amount of their time in direct support the Agreement, unless the hiring party obtains the written consent of the other party. The foregoing restriction will not apply to general employment advertisements or solicitations. During such period, City will not employ or contract (directly or indirectly) for the services of any CGI personnel (other than through CGI) for any project on which CGI is engaged to perform services for City.



- 12.17. Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of either party to seek and secure injunctive relief from any competent authority as contemplated herein.
- 12.18. Force Majeure.** If the performance of this Agreement or of any obligation hereunder is prevented, restricted, or interfered with by reason of fire or other casualty or accident; strikes or labor disputes; epidemic or quarantine; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided that the party so affected shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 12.19. Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.
- 12.20. Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. By accepting this Agreement with the City, Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 12.21. Living Wages and Benefits**
- 12.21.1.** In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$13.50 per hour. This minimum wage is required for any Contractor employee directly assigned to providing the services under a Work Request under this Agreement.
- 12.21.2.** Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this Agreement. Proof of the health care plan shall be provided prior to execution of this Agreement. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided as stipulated in the insurance provisions.
- 12.21.3.** The City requires Contractor to provide a signed certification certifying that all employees directly assigned to this Agreement will be paid a minimum living wage equal to or greater than \$13.50 per hour and are offered a health care plan. The certification form is attached hereto as Exhibit C. The certification shall include a list of all designated Points of Contact including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Agreement.
- 12.21.4.** The Contractor shall maintain throughout the term of the Agreement basic employment and

wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

- 12.21.4.1. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - 12.21.4.2. time and date of week when employee's workweek begins;
  - 12.21.4.3. hours worked each day and total hours worked each workweek;
  - 12.21.4.4. basis on which employee's wages are paid;
  - 12.21.4.5. regular hourly pay rate;
  - 12.21.4.6. total daily or weekly straight-time earnings'
  - 12.21.4.7. total overtime earnings for the workweek;
  - 12.21.4.8. all additions to or deductions from the employee's wages;
  - 12.21.4.9. total wages paid each pay period; and
  - 12.21.4.10. date of payment and the pay period covered by the payment
- 12.21.5. The Contractor shall provide with the first invoice and as requested by the City's Contract Manager, individual Employee Certifications for all designated Points of Contact containing:
- 12.21.5.1. the employee's name and job title;
  - 12.21.5.2. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$13.50 per hour;
  - 12.21.5.3. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to providing the services. The form for the employee certifications is attached hereto as Exhibit D.
- 12.21.6. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement.
- 12.21.7. The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in Section 12.21.4 above to verify compliance with this provision.

**12.22. Incorporation of Agreement / Order of Precedence.** The documents listed below, taken together, contain the terms and conditions of the Agreement between the parties. In the event of a conflict between any of the provisions governing this business relationship, any inconsistency shall be resolved by giving precedence in the following order: (1) This Agreement; (2) Attachment A; (3) Attachment B; and (4) Work Requests (except as to terms specifically identified in a particular Work Request as modifying or amending terms of this Agreement, which terms will control over the Agreement for that Work Request only).

**EXHIBITS:**

- A: Proprietary Software Maintenance Agreement
- B. Sample Work Request Form
- C. Living Wages Affidavit- Corporate
- D. Living Wages Affidavit- Individual
- E. City of Austin Acceptable Use Policy

This Agreement is executed in duplicate originals to be effective as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)

City of Austin (City)

By: Michael D. Wendland  
Name: Michael D. Wendland  
Title: Vice-President, consulting services 8/28/17

By: [Signature]  
Name: James T. Howard  
Title: Procurement Manager

**EXHIBIT A**  
**Proprietary Software Maintenance Agreement "Maintenance Agreement"**

**1. DEFINITIONS**

Capitalized terms used in this Maintenance Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

- A. "Documentation" means the documentation provided by CGI for the Software pursuant to the License Agreement, including materials provided for third-party products.
- B. "Enhancements" means changes or additions to the Software which CGI develops and makes available at no additional charge to all licensees of the Software who are under then-current maintenance agreements.
- C. "Software Incident" means a material deviation of the Software from the specifications for the Software identified in the License Agreement.
- D. "License Agreement" means the license agreement attached as defined in the Agreement pursuant to which CGI licensed the Software to City.
- E. "Maintenance Period" means each 12-month period as specified in Section 3 of this Maintenance Agreement during the term of this Agreement as defined in Section 5 of the Agreement.
- F. "Software" means collectively the software specified in Section 3 below.

**2. MAINTENANCE**

- A. CGI Standard Support and Maintenance Services provide the City with the required ongoing Enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:
  - Internet access through CGI's secure web site, eAccess (to a variety of 24x7 support materials.
  - Help Desk Support with direct phone, email, and web support on the Software products through the CGI City Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and [www.ams.com/access](http://www.ams.com/access) via CGI's online support website.
  - Software Incident corrections to the Software.
  - Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software Incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
  - Enhancements to the Software are provided in new releases of the AMS Advantage solution.
  - Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of customer issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage solution:

- The Software components that the City is currently contracted for and is paying maintenance on;
- Each third-party software component release immediately upon CGI's certification that the specific release is compatible with the currently supported version of the AMS Advantage solution. CGI will perform such certifications on a basis that is considered timely commensurate with industry standards but within two (2) years of the release of the third-party software

component.

- The documented features of the AMS Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage Software, that DO NOT include infrastructure or other programming code changes. Any customer-specific configuration tables will not be supported.
- Prioritizations of all issues and Software Incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with CGI supported Software causing critical impact to the customer's business operation. No workaround is immediately available and work using the Software can not continue.
2 - Serious	A problem with CGI supported Software causing significant impact to the customer's business operation. A workaround is available but is unacceptable on a long term basis.
3 Moderate	A problem with CGI supported Software that impairs some functionality, but a practical workaround exists.
4 -Minor	A problem that does not affect any functionality of the Software.

- B. CGI may, at its option, investigate and correct suspected Software Incidents at CGI's offices to the extent possible. If CGI's personnel travel to City's place of business at City's request to perform maintenance services, City will be required to pay the hourly rates set forth in the Agreement. Travel and other out-of-pocket expenses of CGI's personnel are included in the hourly rate. If a suspected Software Incident is attributable to a cause other than the Software as delivered by CGI, then City will pay for CGI's work on a time-and-materials basis. If the Software module containing the Software Incident has been modified by non-CGI personnel, CGI will charge City on a time-and-materials basis at the hourly rates set forth in the Agreement for analyzing and fixing the Software Incident in City's version, and for any installation assistance City requires.
- C. All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to City and are hereby licensed to City as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement and this Agreement.
- D. City may obtain maintenance services only if (i) City has paid the maintenance fee for the current and all prior Maintenance Periods; and (ii) City incorporates into the Software all CGI-provided releases, corrections, and Enhancements necessary for the City to remain no more than two minor software releases behind the current release (i.e. from version 3.3 to version 3.4).

### 3. MAINTENANCE FEES/MAINTENANCE PERIOD

The term of this Maintenance Agreement is ten (10) years. The maintenance fee for each Maintenance Period shall be as follows:

Maintenance Period	Annual Maintenance Fee	Annual Enhanced Maintenance Fee	Total Annual Fee
Year 1:10/1/17- 9/30/18	\$739,882.17	\$118,311.29	\$858,193.45
Year 2:10/1/18- 9/30/19	\$762,078.63	\$121,860.63	\$883,939.26
Year 3:10/1/19- 9/30/20	\$784,940.99	\$125,516.44	\$910,457.43
Year 4:10/1/20-9/30/21	\$808,489.22	\$129,281.94	\$937,771.16

Year 5:10/1/21-9/30/22	\$832,743.90	\$133,160.40	\$965,904.29
Year 6:10/1/22- 9/30/23	\$857,726.21	\$137,155.21	\$994,881.42
Year 7:10/1/23- 9/30/24	\$883,458.00	\$141,269.86	\$1,024,727.86
Year 8:10/1/24- 9/30/25	\$909,961.74	\$145,507.96	\$1,055,469.70
Year 9:10/1/25- 9/30/26	\$937,260.59	\$149,873.20	\$1,087,133.79
Year 10:10/1/26- 9/30/27	\$965,378.41	\$154,369.40	\$1,119,747.80
<b>10-Year Maintenance Total</b>	<b>\$8,481,919.85</b>	<b>\$1,356,306.32</b>	<b>\$9,838,226.17</b>

In the event that future amendments to the License Agreement add or remove Software or Third Party Software products, the parties will negotiate in good faith to amend this Agreement to reflect mutually agreed changes in applicable maintenance fees. After the term of the Agreement as defined in Section 5 of the Agreement, City may buy Maintenance Services for subsequent Maintenance Periods in which CGI is offering Maintenance Services at CGI's then current prices.

#### 4. SOFTWARE DESCRIPTION

The Maintenance Services will be provided with respect to the Software products listed in Exhibit A of the License Agreement.

## EXHIBIT B Work Request

Work Request No. \_\_\_\_

This Work Request Number \_\_\_\_ is issued pursuant to the Agreement for Maintenance and Special Support dated as of \_\_\_\_\_, 2017 (the "Agreement") between City of Austin, a home-rule municipality incorporated by the state of Texas ("City") and CGI Technologies and Solutions Inc. ("CGI"). This Work Request incorporates the terms and conditions of the Agreement as if the Agreement were fully set forth in the text of this Work Request.

### Effective Date of this Work Request.

This Work Request is effective as of *[insert effective date]**[for time and materials also insert the date through which the Work Request is effective]*.

### Services to be Performed and Schedule of Performance.

*[Insert description of Services to be performed.]*

CGI will provide to City monthly written reports of the progress of the work.

### Deliverables.

*[If there are no Key Deliverables that are subject to acceptance testing, do not include this section:]* The following are the Written Deliverables and Software Deliverables subject to acceptance testing under this Work Request: *[List the Written Deliverables and Software Deliverables to be provided and the schedule for performing the Services. For each Software Deliverable, specify the design specifications or the document containing the design specifications for the Software Deliverable, their respective acceptance criteria, as well as the acceptance tests and procedures to be employed. Specify the duration of the Acceptance Test Period (if different from what is stated in the Agreement). If this is a fixed-price Work Request, specify any Warranty Period that is to begin on Acceptance of the Software Deliverable.]*

### Compensation.

Method: *[check one]*

- ☐ Time and Materials. Cost Estimate: \_\_\_\_\_, not including taxes or Reimbursable Expenses. [Estimated Reimbursable Expenses: \_\_\_\_\_, not including taxes.]
- ☐ Fixed-Price Basis. Fixed Price: \_\_\_\_\_, not including taxes or Reimbursable Expenses. [Estimated Reimbursable Expenses: \_\_\_\_\_, not including taxes.]
- ☐ Other Basis. *[Specify method of compensation.]*

**Payment Terms:** Payment terms are pursuant to the Agreement.

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### Work Request Manager.

The Work Request Manager  
is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Resources and Responsibilities of City.

City will provide the following resources and has the following responsibilities in supporting CGI's performance of the Services:

**Services or Support:** *[Describe any portions of the project that are to be performed by City or provided by City to CGI. In addition, describe any support functions that are to be performed by City].*

**Facilities and Equipment:** *[Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Agreement.]*

**Environments:** *[Specify any development, testing, implementation or other environments to be provided by City].*

**Proprietary Materials:** *[List any proprietary materials to be provided by City.]*

**Other:**

Other Provisions.

*[Insert any additional terms agreed to by the parties.]*

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Austin (City)

By: \_\_\_\_\_

Name: James T. Howard

Title: Procurement Manager

Date: \_\_\_\_\_



**EXHIBIT C  
CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number:  MA 7400 NS170000065	Description of Services:  Maintenance and Support of the Advantage Financial System
Contractor Name: CGI TECHNOLOGIES AND SOLUTIONS, INC.	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.50 per hour.

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)

**EXHIBIT D**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES CONTRACTOR CERTIFICATION**

*(Please duplicate as needed)*

Pursuant to the Living Wages provision the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

- (1) The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour:

Employee Name	Employee Job Title

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.

- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause, subject the firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$13.50 per hour.

Contractor's Name: \_\_\_\_\_

Signature of

Officer or

Authorized

Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT E  
CITY OF AUSTIN, TEXAS  
Acceptable Use Policy**

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## ACCEPTABLE USE POLICY

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### **Purpose:**

The purpose of this policy is to establish guidelines and minimum requirements governing the acceptable use of City-provided Internet, electronic mail (e-mail) and computer use.

### **Internet and e-mail resources are provided to support:**

- Internal communication between employees
- External communication between employees and people with whom they need to interact to perform their jobs
- Collaborative work among working groups
- Information about the activities and services of the City of Austin
- Delivery of City of Austin services in electronic form
- Research and education

### **Scope:**

This policy applies to any person(s) and/or contractor(s) (hereinafter referred to as "users") whose access to or use of Internet, electronic mail and/or computer use is funded by the City or is available through equipment owned or leased by the City.

### **Authority:**

The Chief Information Officer (CIO) is responsible for all information and communications infrastructures used within the City of Austin. The CIO is responsible for developing, implementing, and administering the policies and procedures related to the information and communications infrastructures within the City of Austin, and ensuring compliance with all applicable laws and regulations. As such, this policy has been developed to make users aware of and define the City's policies and procedures.

### **Department Responsibilities:**

All City departments are responsible for the Internet and electronic mail activities of their users. City departments have the responsibility to ensure that usage of City-provided Internet and e-mail services serves legitimate government functions and purposes. Managerial authority over use of these services should be defined within each department. User information that addresses Internet and electronic mail usage and policies should be disseminated.

Departments may provide additional restrictions and guidelines regarding the use of the Internet and electronic mail within their local environments. In considering the need for additional restrictions and guidelines, each department may take into account its particular needs, mission, available technology, level of staff training, size, geographic diversity, and organizational culture.

### **User Responsibilities:**

Each user has the following responsibilities:

- Comply with this "Acceptable Use Policy." By participating in the use of networks and systems provided by the City, users agree to comply with City and department policies governing their usage.

- Do not download and/or install non-authorized software on your PC.
- Take all reasonable precautions to prevent the use of their electronic mail account and their workstation by unauthorized individuals. Lock or use a screen saver password whenever you leave your PC to protect your account from unauthorized access.
- Users are responsible for activity from their login account, email account and/or their workstation.
- Comply with other City and department policies, procedures, and standards.
- Be courteous and follow accepted standards of etiquette and "netiquette".
- Use information technology resources efficiently and productively.
- Communicate data security needs of information under your purview to your LAN administrator or [CTMInformationSecurity@ci.austin.tx.us](mailto:CTMInformationSecurity@ci.austin.tx.us).
- All desktops must have up to date virus protection installed and active.
- All servers should have up to date virus protection. If you feel like you have a server that does not require it, please email [CTMInformationSecurity@ci.austin.tx.us](mailto:CTMInformationSecurity@ci.austin.tx.us) for authorization.
- Save all business data to authorized drives that ensure backups are done appropriately.

**General Statement of the Policy:**

The use of City-provided Internet, e-mail and/or computer use must be related to, and for the benefit of, City government.

All on-line communications, such as electronic mail messages (and attachments) and postings to various kinds of discussion groups, are subject to the same laws, regulations, policies, and other requirements as information communicated in other written forms and formats. This includes proper business correspondence practices and proper use of City of Austin equipment and resources.

Use network resources responsibly to avoid having a negative impact on others who need to share those resources (see the resource considerations section below).

For examples of acceptable and unacceptable use, see the acceptable use and unacceptable use sections below.

**Implementation:****Security:**

- Transmission of electronic mail to locations outside of the City's internal mail system may require the use of the Internet for transport. Since the Internet and its tools adhere to open and documented standards and specifications, it is inherently an unsecured network that has no built-in security controls.
- Although confidential and sensitive information should not be included in electronic mail and on-line communications unless proper, formalized security precautions have been established (e.g. encryption), certain electronic mail communications may be privileged or confidential. It is the responsibility of each City department to protect confidential and sensitive information where intentional, inappropriate, or accidental disclosure of the



information might expose the City or an individual to loss or harm. Please contact CTM's Security Engineering for assistance.

- Do not share passwords. Do not give your password to anyone. Authorized users will be able to get your password through legitimate means. (For example: If your IT person needs to access your account, they have the rights to change your password.) You are responsible for your login account and password. Here are hints at picking good passwords.
- Telnet use is not recommended because the password goes over the Internet in clear text so that anyone can read it. SSH is encrypted Telnet and is recommended. If Telnet is your only option, do not use the same password on these accounts as you do on your City accounts.
- Internal instant messaging is allowed but external instant messaging will be blocked.
- Access restricted through the use of security levels as defined in CTM Physical Security Levels Policy.

#### Privacy:

Neither Internet usage nor electronic mail messages are personal or private.

All computer files are the property of the City of Austin, regardless of their physical location or the form in which they are maintained. The City of Austin reserves the right to access and disclose all messages and other electronic data, sent over its electronic mail system or stored in its files, for legal and audit purposes. Under the Texas Open Records Act, any electronic mail can be a public record. Employees should be aware that electronic records are subject to the mandatory public disclosure requirements of the Texas Open Records Act, subject to the exceptions under the Act.

E-Mail is backed up daily. The backups are maintained for a period of two weeks allowing the City of Austin to restore electronic mail in the event of system failure. Employees should assume that copies (back-up copies or otherwise) of electronic mail messages and other electronic correspondence may exist on other systems even though the sender and recipient have discarded their copies of the document.

**Information Systems Department monitors every connection to the Internet (all email, web sites, instant message ...etc.)**

#### Acceptable Use:

Acceptable uses of computer resources are those that conform to the purpose, goals, and mission of the department and to each user's job duties and responsibilities. The following list, although not all-inclusive, provides some examples of acceptable uses:

- Communications and information exchanges directly relating to the mission, charter, and work tasks of the department including electronic mail in direct support of work-related functions or collaborative projects.
- Communications with vendors of products used or being considered for use by the City, either to investigate use of their product or to receive help in using their product.
- Communications, including information exchange, for professional development or to maintain job knowledge or skills.

Security BEFORE purchase to make sure the wireless application meets security thresholds.

**Resource Considerations:**

The following policies relate to activities that may negatively affect network performance and resources.

- Do not broadcast messages to all City employees at once.
- Delete unnecessary e-mail communications, but do not violate City record retention requirements. Each user account has a set limit (50MB for CTM supported units) which users will not be able to accumulate more than that amount. Call your help desk for your specific limits and your help desk can also advise you on how to store email in other locations if you need it.
- Whenever possible, avoid sending e-mails with large attachments. For internal correspondence, it is preferable to place the document in a shared location and reference it in the e-mail. When sending or receiving a large file via the Internet, use FTP instead of using attachments to email.
- Limit downloads, especially large files, to a time after normal business hours (consider both local time and the time at the remote site), except in an emergency. Users must be knowledgeable about the resource requirements for the file transfer both in terms of the network and of the desktop's capacity.
- Don't subscribe to very active mailing lists, discussion groups or news groups unless absolutely necessary. They can flood your mailbox with several hundred messages a day, impacting both your time and the network's resources. Out of Office notifications can cause looping where mailing lists constantly email you and you constantly email them until it is turned off.
- Avoid web sites with very large graphics as they can be very high bandwidth consumers.
- Avoid viewing (or listening to) large multimedia (sound, picture, and video) files.
- Streaming video and audio can saturate a network so that no one can do work. You will not be allowed to use streaming video or audio for leisure activities.
- On-line communications, depending on the method employed, may utilize enormous amounts of bandwidth, and therefore, care should be taken when accessing these resources.
- Do not download music for entertainment purposes. These peer to peer music swapping programs have virus, copyright and bandwidth issues. We need to preserve our Internet bandwidth for servicing our customers.

**Sanctions:**

The penalty for violation of this policy is outlined in the City of Austin Information Security Sanctions Policy.

Report violations to [abuse@ci.austin.tx.us](mailto:abuse@ci.austin.tx.us)

or the CTM Help desk: 512-974-4357

- Copyright or trademark infringement.

The City of Austin realizes that we have little control over communications received, especially those received from unsolicited sources. Any unsolicited electronic correspondence (Spam) received should be disposed of accordingly. Click [here](#) to find out more about Spam.

#### Capability Specific Policies:

The following policies relate to specific types of interaction.

#### E-Mail (Electronic Mail)

- Theft and forgery (or attempted forgery) of E-mail messages is prohibited.
- Sending chain letters is prohibited.
- City of Austin employees who have been provided E-mail capability have an obligation to read incoming messages in a timely manner and respond accordingly.

#### Listserves, Mailing Lists, and Discussion Groups

- Unsubscribe to all mailing lists upon a change in your e-mail address or when you leave City of Austin employment.

#### Downloading files using FTP (File Transfer Protocol)

- Check for copyright or licensing agreements when downloading files.
- DO NOT type in your network or Internet password when utilizing "Anonymous FTP". Instead, type in your E-mail address when the FTP site requests a "Password".

#### World Wide Web (WWW)

- Employee (non business related) Web pages and Web sites are not permitted on the City of Austin system.
- Development and management of City department Web pages must be coordinated through the Web Services Group.

#### Remote Access, Telework, dial-up, VPN, RAS

- Remote access is a privilege not a right. Any violation in its use will result in access being terminated.
- Do not share connection information with anyone. This includes passwords, shared secrets, phone numbers, encryption keys or software.
- Do not create connections to non-COA networks without permission from the COA Security Supervisor.

#### Wireless Network/Access

- Wireless connections to the City of Austin network must be approved by Security before deployment. For approval, make an CTM Help Desk request (512-974-HELP or [helpdesk@ci.austin.tx.us](mailto:helpdesk@ci.austin.tx.us)). It is advisable to consult



- Announcements of City laws, procedures, hearings, policies, services, or activities.
- Use involving research and information gathering in support of the City's governmental duties.

**Unacceptable Use:**

Unacceptable use can be defined generally as activities that do not conform to the purpose, goals, and mission of the department and to each user's job duties and responsibilities. Any computer usage in which acceptable use is questionable should be avoided. When in doubt, seek policy clarification prior to pursuing the activity.

**The City of Austin computer use, e-mail and/or Internet access may not be used to:**

- Listen to, view, or download audio or video files for entertainment or leisure activities. These activities are bandwidth intensive and take resources away from our customers.
- Seek or gain unauthorized access to City of Austin network resources or to Internet resources.
- Destroy the integrity of computer based information.
- Compromise the privacy and/or security of users.
- Disrupt the functions of City of Austin networks or other computer resources, including, but not limited to, propagation of worms or viruses or other debilitating programs.
- Conduct or participate in illegal actions.
- Violate City of Austin or department policies.
- Circumvent legal protection provided by copyright and license to programs and data.
- Conduct or promote commercial or private/personal business enterprises or products.
- Engage in political lobbying.
- Support or solicit on behalf of groups, organizations, etc. that are not related to City of Austin.
- Transmit unsolicited commercial information (i.e. junk mail, advertising, etc.)
- Transmit material that may be deemed offensive to its recipient.
- View, transmit, or receive sexually explicit material.
- Advocate racial, ethnic, religious, or gender-based slurs.
- Threaten or harass others.
- Harm to minors.
- Threats.
- Harassment.
- Fraudulent activity.
- Forgery or impersonation.
- Unsolicited email or bulk email.
- Unauthorized access.



To request an official investigation into a user's computer activities, ask your Department Director to send a request to: The City's Chief Information Officer or the Security Supervisor

Help with securing your systems or concerns about this policy: [CTMInformationSecurity@ci.austin.tx.us](mailto:CTMInformationSecurity@ci.austin.tx.us).

**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 5 day of SEPTEMBER, 2017

CONTRACTOR  
Authorized  
Signature

CGI TECHNOLOGIES & SOLUTIONS INC  
[Signature]

Title

DIRECTOR

City of Austin, Texas  
Section 0805  
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

CGI TECHNOLOGIES & SOLUTIONS INC

Signature of Officer or  
Authorized  
Representative:

Trent Cotton

Date:

9/5/17

Printed Name:

TRENT COTTON

Title

DIRECTOR

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

CGI Technologies and Solutions Inc  
Fairfax, VA United States

**Certificate Number:**  
2017-250145

Date Filed:  
08/15/2017

**Date Acknowledged:**

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 7400 NS170000065

Advantage software license and maintenance

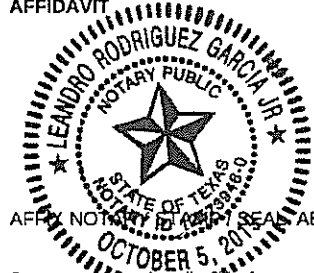
[illegible]

5 Check only if there is NO Interested Party.

☒

## 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



APPLY NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said Frent Cotton, this the 21<sup>st</sup> day of August, 20 17, to certify which, witness my hand and seal of office.

Signature of authorized agent of contracting business entity

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



# City of Austin FSD Purchasing Office

## Certificate of Exemption

DATE: 05/18/2017

DEPT: FSD - Controller's Office

TO: Purchasing Officer or Designee

FROM: Richard Scheel

BUYER: Jim Howard

PHONE: (512) 974-2531

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
  - cooperative purchasing administered by a regional planning commission established under Chapter 391
  - ☐ services performed by blind or severely disabled persons
  - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
  - ☐ electricity
  - ☐ advertising, other than legal notices
  - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

The Advantage Financial System is an Intellectual property of CGI, Inc. In addition, CGI's marketplace relationships with third party vendors providing supporting software tools are the result of agreements between CGI and those third parties and are not otherwise available to the City on similar terms.



4. Please attach any documentation that supports this exemption.

5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with CGI  
which will cost approximately \$ 9,000,000.00 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

[Signature] 5-30-17  
Originator Date

Approved  
Certification

[Signature]  
Department Director or designee Date

[Signature] 5-30-17  
Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

[Signature] 6/12/17 [Signature]  
Buyer Date Manager Initials

Exemption Authorized  
(if applicable)

[Signature] 6/12/17  
Purchasing Officer or designee Date

02/26/2013

**GOAL DETERMINATION REQUEST FORM**

<b>Buyer Name/Phone</b>	Jim Howard/4-2031	<b>PM Name/Phone</b>	Richard Scheel 4-2351
<b>Sponsor/User Dept.</b>	FINANCE DEPARTMENT CONTROLLERS	<b>Sponsor Name/Phone</b>	Diana Thomas/4-1166
<b>Solicitation No</b>	Sole Source	<b>Project Name</b>	Maintenance for Advantage Financial System
<b>Contract Amount</b>	\$ 18,904,678	<b>Ad Date (if applicable)</b>	n/a
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input checked="" type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
The 10 year contract is for the continuation of maintenance and support for the Advantage 3 financial management system, the City's financial system of record, which is used by all City departments for financial transactions and reporting purposes. Functions of the system including budgeting, purchases from and payments to City Vendors, asset management, accounts receivable and collections, and financial reporting in compliance with generally accepted accounting principles (GAAP). CGI Technologies is the owner and sole provider of upgrades and maintenance to this financial software. Exempt from M/WBE Program because this is a Sole Source.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
The previous contract was put in place through sole source method. This financial system has been in use since 2004. .			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
92045 Software Maintenance/Support			
Jim Howard		6/15/2017	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	6/15/2017	<b>Date Assigned to BDC</b>	6/15/2017
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	

# GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input checked="" type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals <i>10</i>

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |  |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs               |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities         |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input checked="" type="checkbox"/> Sole Source                    | <input type="checkbox"/> Other                                   |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

**Subcontracting Opportunities Identified**

Counselor Name

**SMBR Staff**

**Signature/ Date**

**SMBR Director or Designee**

**Date**

6-15-17

**Returned to/ Date:**

DIR-TSO-2567 - Appendix C - Pricing  
Department of Information Resources  
Enterprise Resource Planning (ERP) Products, Supplemental Modules, and Related Services

**Instructions:**

A representative sample of products/services/training is provided in the tables below. Vendors must offer ONLY one (1) specific price for each Product/Service/Training listed. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.

PLEASE NOTE: All prices quoted to Customers shall include the .75% administrative fee.

Software Description	MSRP/ List Price	DIR Customer Discount	DIR Customer Price	DIR Admin Fee	DIR Final Customer Price (Includes Admin Fee)	Annual Maintenance & Support (Year One)
<b>Products with Pricing Based on Operating Budget</b>						
<b>Budget Dollars Managed (All Funds): \$0 - \$175M</b>						
CGI Advantage Financial Management Base System	\$ 334,400	30%	\$ 234,080	0.75%	\$ 235,836	\$ 53,652.60
CGI Advantage Asset Management	\$ 33,000	30%	\$ 23,100	0.75%	\$ 23,273	\$ 5,294.66
CGI Advantage Inventory Management	\$ 37,400	30%	\$ 26,180	0.75%	\$ 26,376	\$ 6,000.62
CGI Advantage Grant Lifecycle Management	\$ 33,000	30%	\$ 23,100	0.75%	\$ 23,273	\$ 5,294.66
CGI Advantage Treasury Accounting	\$ 27,500	30%	\$ 19,250	0.75%	\$ 19,394	\$ 4,412.22
CGI Advantage Debt Management	\$ 31,625	30%	\$ 22,138	0.75%	\$ 22,304	\$ 5,074.05
CGI Advantage Travel & Expense Management	\$ 33,000	30%	\$ 23,100	0.75%	\$ 23,273	\$ 5,294.66
CGI Advantage Procurement Professional	\$ 77,000	30%	\$ 53,900	0.75%	\$ 54,304	\$ 12,354.22
CGI Advantage Vendor Self Service	\$ 30,800	30%	\$ 21,560	0.75%	\$ 21,722	\$ 4,941.69
CGI Advantage Mobility-VSS App	\$ 25,850	30%	\$ 18,095	0.75%	\$ 18,231	\$ 4,147.49
CGI infoAdvantage	\$ 45,210	30%	\$ 31,647	0.75%	\$ 31,884	\$ 7,253.69
CGI infoAdvantage Dashboard	\$ 44,000	30%	\$ 30,800	0.75%	\$ 31,031	\$ 7,059.55
CGI Advantage Performance Budgeting & Formulation and Salary & Benefit Forecasting	\$ 118,800	30%	\$ 83,160	0.75%	\$ 83,784	\$ 19,060.79
CGI Advantage Permitting	\$ 85,714	30%	\$ 60,000	0.75%	\$ 60,450	\$ 13,752.38
<b>Budget Dollars Managed (All Funds): \$176M - \$375M</b>						
CGI Advantage Financial Management Base System	\$ 544,500	30%	\$ 381,150	0.75%	\$ 384,009	\$ 87,361.96
CGI Advantage Asset Management	\$ 52,800	30%	\$ 36,960	0.75%	\$ 37,237	\$ 8,471.46
CGI Advantage Inventory Management	\$ 61,600	30%	\$ 43,120	0.75%	\$ 43,443	\$ 9,883.37
CGI Advantage Grant Lifecycle Management	\$ 52,800	30%	\$ 36,960	0.75%	\$ 37,237	\$ 8,471.46
CGI Advantage Treasury Accounting	\$ 44,000	30%	\$ 30,800	0.75%	\$ 31,031	\$ 7,059.55
CGI Advantage Debt Management	\$ 31,626	30%	\$ 22,138	0.75%	\$ 22,304	\$ 5,074.17
CGI Advantage Travel & Expense Management	\$ 52,800	30%	\$ 36,960	0.75%	\$ 37,237	\$ 8,471.46
CGI Advantage Procurement Professional	\$ 154,000	30%	\$ 107,800	0.75%	\$ 108,609	\$ 24,708.43
CGI Advantage Vendor Self Service	\$ 61,600	30%	\$ 43,120	0.75%	\$ 43,443	\$ 9,883.37
CGI Advantage Mobility-VSS App	\$ 31,900	30%	\$ 22,330	0.75%	\$ 22,497	\$ 5,118.18
CGI infoAdvantage	\$ 73,755	30%	\$ 51,629	0.75%	\$ 52,016	\$ 11,833.57
CGI infoAdvantage Dashboard	\$ 44,000	30%	\$ 30,800	0.75%	\$ 31,031	\$ 7,059.55
CGI Advantage Performance Budgeting & Formulation and Salary & Benefit Forecasting	\$ 237,600	30%	\$ 166,320	0.75%	\$ 167,567	\$ 38,121.58
CGI Advantage Permitting	\$ 137,143	30%	\$ 96,000	0.75%	\$ 96,720	\$ 22,003.80



DIR-TSO-2567 - Appendix C - Pricing  
Department of Information Resources  
Enterprise Resource Planning (ERP) Products, Supplemental Modules, and Related Services

Software Description	MSRP/ List Price	DIR Customer Discount	DIR Customer Price	DIR Admin Fee	DIR Final Customer Price (Includes Admin Fee)	Annual Maintenance & Support (Year One)
<b>Budget Dollars Managed (All Funds): \$376M - \$750M</b>						
CGI Advantage Financial Management Base System	\$ 1,014,200	30%	\$ 709,940	0.75%	\$ 715,265	\$ 162,722.69
CGI Advantage Asset Management	\$ 97,900	30%	\$ 68,530	0.75%	\$ 69,044	\$ 15,707.50
CGI Advantage Inventory Management	\$ 114,400	30%	\$ 80,080	0.75%	\$ 80,681	\$ 18,354.84
CGI Advantage Grant Lifecycle Management	\$ 97,900	30%	\$ 68,530	0.75%	\$ 69,044	\$ 15,707.50
CGI Advantage Treasury Accounting	\$ 81,400	30%	\$ 56,980	0.75%	\$ 57,407	\$ 13,060.17
CGI Advantage Debt Management	\$ 93,610	30%	\$ 65,527	0.75%	\$ 66,018	\$ 15,019.20
CGI Advantage Travel & Expense Management	\$ 89,000	30%	\$ 62,300	0.75%	\$ 62,767	\$ 14,279.55
CGI Advantage Procurement Professional	\$ 256,300	30%	\$ 179,410	0.75%	\$ 180,756	\$ 41,121.89
CGI Advantage Vendor Self Service	\$ 103,400	30%	\$ 72,380	0.75%	\$ 72,923	\$ 16,589.95
CGI Advantage Mobility-VSS App	\$ 52,250	30%	\$ 36,575	0.75%	\$ 36,849	\$ 8,383.22
CGI infoAdvantage	\$ 137,445	30%	\$ 96,212	0.75%	\$ 96,933	\$ 22,052.28
CGI infoAdvantage Dashboard	\$ 44,000	30%	\$ 30,800	0.75%	\$ 31,031	\$ 7,059.55
CGI Advantage Performance Budgeting & Formulation and Salary & Benefit Forecasting	\$ 316,800	30%	\$ 221,760	0.75%	\$ 223,423	\$ 50,828.78
CGI Advantage Permitting	\$ 253,714	30%	\$ 177,600	0.75%	\$ 178,932	\$ 40,707.03
<b>Budget Dollars Managed (All Funds): \$751M - \$2B</b>						
CGI Advantage Financial Management Base System	\$ 1,511,400	30%	\$ 1,057,980	0.75%	\$ 1,065,915	\$ 242,495.63
CGI Advantage Asset Management	\$ 146,300	30%	\$ 102,410	0.75%	\$ 103,178	\$ 23,473.01
CGI Advantage Inventory Management	\$ 170,500	30%	\$ 119,350	0.75%	\$ 120,245	\$ 27,355.77
CGI Advantage Grant Lifecycle Management	\$ 146,300	30%	\$ 102,410	0.75%	\$ 103,178	\$ 23,473.01
CGI Advantage Treasury Accounting	\$ 122,100	30%	\$ 85,470	0.75%	\$ 86,111	\$ 19,590.26
CGI Advantage Debt Management	\$ 140,415	30%	\$ 98,291	0.75%	\$ 99,028	\$ 22,528.80
CGI Advantage Travel & Expense Management	\$ 133,500	30%	\$ 93,450	0.75%	\$ 94,151	\$ 21,419.32
CGI Advantage Procurement Professional	\$ 380,600	30%	\$ 266,420	0.75%	\$ 268,418	\$ 61,065.13
CGI Advantage Vendor Self Service	\$ 152,900	30%	\$ 107,030	0.75%	\$ 107,833	\$ 24,531.94
CGI Advantage Mobility-VSS App	\$ 85,250	30%	\$ 59,675	0.75%	\$ 60,123	\$ 13,677.88
CGI infoAdvantage	\$ 186,150	30%	\$ 130,305	0.75%	\$ 131,282	\$ 29,866.72
CGI infoAdvantage Dashboard	\$ 44,000	30%	\$ 30,800	0.75%	\$ 31,031	\$ 7,059.55
CGI Advantage Performance Budgeting & Formulation and Salary & Benefit Forecasting	\$ 435,600	30%	\$ 304,920	0.75%	\$ 307,207	\$ 69,889.57
CGI Advantage Permitting	\$ 378,034	30%	\$ 264,624	0.75%	\$ 266,608	\$ 60,653.47
<b>Products with Pricing Based on Employee Population</b>						
<b>Client Serviced Employee Population: 0 to 500</b>						
CGI Advantage Human Resource Base System	\$ 283,800	30%	\$ 198,660	0.75%	\$ 200,150	\$ 45,534.11
CGI Advantage HR Self-Service	\$ 103,400	30%	\$ 72,380	0.75%	\$ 72,923	\$ 16,589.95
CGI Advantage Mobility-MSS Timesheet Approval App	\$ 25,850	30%	\$ 18,095	0.75%	\$ 18,231	\$ 4,147.49
CGI Advantage Case Management Base Solution	\$ 65,000	30%	\$ 45,500	0.75%	\$ 45,841	\$ 10,010.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 140,800	30%	\$ 98,560	0.75%	\$ 99,299	\$ 21,683.20
CGI Advantage Contracts Management	\$ 25,000	30%	\$ 17,500	0.75%	\$ 17,631	\$ 3,850.00
CGI Advantage HRM Case Management	\$ 9,000	30%	\$ 6,300	0.75%	\$ 6,347	\$ 1,386.00

228

**DIR-TSO-2567 - Appendix C - Pricing**  
**Department of Information Resources**  
**Enterprise Resource Planning (ERP) Products, Supplemental Modules, and Related Services**

Software Description	MSRP/ List Price	DIR Customer Discount	DIR Customer Price	DIR Admin Fee	DIR Final Customer Price (Includes Admin Fee)	Annual Maintenance & Support (Year One)
<b>Client Serviced Employee Population: 501 to 1000</b>						
CGI Advantage Human Resource Base System	\$ 348,700	30%	\$ 244,090	0.75%	\$ 245,921	\$ 55,946.95
CGI Advantage HR Self-Service	\$ 127,600	30%	\$ 89,320	0.75%	\$ 89,990	\$ 20,472.70
CGI Advantage Mobility-MSS Timesheet Approval App	\$ 31,900	30%	\$ 22,330	0.75%	\$ 22,497	\$ 5,118.18
CGI Advantage Case Management Base Solution	\$ 105,000	30%	\$ 73,500	0.75%	\$ 74,051	\$ 16,170.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 227,500	30%	\$ 159,250	0.75%	\$ 160,444	\$ 35,035.00
CGI Advantage Contracts Management	\$ 35,000	30%	\$ 24,500	0.75%	\$ 24,684	\$ 5,390.00
CGI Advantage HRM Case Management	\$ 14,000	30%	\$ 9,800	0.75%	\$ 9,874	\$ 2,156.00
<b>Client Serviced Employee Population: 1001 to 2500</b>						
CGI Advantage Human Resource Base System	\$ 570,900	30%	\$ 399,630	0.75%	\$ 402,627	\$ 91,597.69
CGI Advantage HR Self-Service	\$ 209,000	30%	\$ 146,300	0.75%	\$ 147,397	\$ 33,532.87
CGI Advantage Mobility-MSS Timesheet Approval App	\$ 52,250	30%	\$ 36,575	0.75%	\$ 36,849	\$ 8,383.22
CGI Advantage Case Management Base Solution	\$ 131,000	30%	\$ 91,700	0.75%	\$ 92,388	\$ 20,174.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 283,800	30%	\$ 198,660	0.75%	\$ 200,150	\$ 43,705.20
CGI Advantage Contracts Management	\$ 45,000	30%	\$ 31,500	0.75%	\$ 31,736	\$ 6,930.00
CGI Advantage HRM Case Management	\$ 17,500	30%	\$ 12,250	0.75%	\$ 12,342	\$ 2,695.00
<b>Client Serviced Employee Population: 2501 to 5000</b>						
CGI Advantage Human Resource Base System	\$ 930,600	30%	\$ 651,420	0.75%	\$ 656,306	\$ 149,309.54
CGI Advantage HR Self-Service	\$ 341,000	30%	\$ 238,700	0.75%	\$ 240,490	\$ 54,711.53
CGI Advantage Mobility-MSS Timesheet Approval App	\$ 85,250	30%	\$ 59,675	0.75%	\$ 60,123	\$ 13,677.88
CGI Advantage Case Management Base Solution	\$ 213,000	30%	\$ 149,100	0.75%	\$ 150,218	\$ 32,802.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 461,500	30%	\$ 323,050	0.75%	\$ 325,473	\$ 71,071.00
CGI Advantage Contracts Management	\$ 55,000	30%	\$ 38,500	0.75%	\$ 38,789	\$ 8,470.00
CGI Advantage HRM Case Management	\$ 17,500	30%	\$ 12,250	0.75%	\$ 12,342	\$ 2,695.00
<b>Client Serviced Employee Population: 5001 to 10000</b>						
CGI Advantage Case Management Base Solution	\$ 323,000	30%	\$ 226,100	0.75%	\$ 227,796	\$ 49,742.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 699,800	30%	\$ 489,860	0.75%	\$ 493,534	\$ 107,769.20
CGI Advantage Contracts Management	\$ 65,000	30%	\$ 45,500	0.75%	\$ 45,841	\$ 10,010.00
CGI Advantage HRM Case Management	\$ 17,500	30%	\$ 12,250	0.75%	\$ 12,342	\$ 2,695.00
<b>Client Serviced Employee Population: 10001 to 25000</b>						
CGI Advantage Case Management Base Solution	\$ 486,000	30%	\$ 340,200	0.75%	\$ 342,752	\$ 74,844.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 1,053,000	30%	\$ 737,100	0.75%	\$ 742,628	\$ 162,162.00
CGI Advantage Contracts Management	\$ 65,000	30%	\$ 45,500	0.75%	\$ 45,841	\$ 10,010.00
CGI Advantage HRM Case Management	\$ 17,500	30%	\$ 12,250	0.75%	\$ 12,342	\$ 2,695.00
<b>Client Serviced Employee Population: 25001 to 50000</b>						
CGI Advantage Case Management Base Solution	\$ 842,000	30%	\$ 589,400	0.75%	\$ 593,821	\$ 129,668.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 1,824,000	30%	\$ 1,276,800	0.75%	\$ 1,286,376	\$ 280,896.00
CGI Advantage Contracts Management	\$ 65,000	30%	\$ 45,500	0.75%	\$ 45,841	\$ 10,010.00
CGI Advantage HRM Case Management	\$ 17,500	30%	\$ 12,250	0.75%	\$ 12,342	\$ 2,695.00



DIR-TSO-2567 - Appendix C - Pricing  
Department of Information Resources  
Enterprise Resource Planning (ERP) Products, Supplemental Modules, and Related Services

Software Description	MSRP/ List Price	DIR Customer Discount	DIR Customer Price	DIR Admin Fee	DIR Final Customer Price (Includes Admin Fee)	Annual Maintenance & Support (Year One)
<b>Client Serviced Employee Population: 50001 to 75000</b>						
CGI Advantage Case Management Base Solution	\$ 1,022,000	30%	\$ 715,400	0.75%	\$ 720,766	\$ 157,388.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 2,214,000	30%	\$ 1,549,800	0.75%	\$ 1,561,424	\$ 340,956.00
CGI Advantage Contracts Management	\$ 65,000	30%	\$ 45,500	0.75%	\$ 45,841	\$ 10,010.00
CGI Advantage HRM Case Management	\$ 17,500	30%	\$ 12,250	0.75%	\$ 12,342	\$ 2,695.00
<b>Client Serviced Employee Population: 75001 to 100000</b>						
CGI Advantage Case Management Base Solution	\$ 1,543,000	30%	\$ 1,080,100	0.75%	\$ 1,088,201	\$ 237,622.00
CGI Advantage Case Management w/integrated Irosoft Docuthèque EDRM	\$ 3,343,000	30%	\$ 2,340,100	0.75%	\$ 2,357,651	\$ 514,822.00
CGI Advantage Contracts Management	\$ 65,000	30%	\$ 45,500	0.75%	\$ 45,841	\$ 10,010.00
CGI Advantage HRM Case Management	\$ 17,500	30%	\$ 12,250	0.75%	\$ 12,342	\$ 2,695.00

**Products with Pricing Based on Accounts Receivables Managed (All Funds)**

CGI Advantage Collections (Accounts Receivables Managed < \$100M)	\$ 1,010,000	30%	\$ 707,000	0.75%	\$ 712,303	\$ 162,048.82
CGI Advantage Collections (Accounts Receivables Managed < \$250M)	\$ 1,312,857	30%	\$ 919,000	0.75%	\$ 925,892	\$ 210,640.54
CGI Advantage Collections (Accounts Receivables Managed < \$500M)	\$ 1,784,286	30%	\$ 1,249,000	0.75%	\$ 1,258,368	\$ 286,278.61
CGI Advantage Collections (Accounts Receivables Managed < \$1B)	\$ 2,322,857	30%	\$ 1,626,000	0.75%	\$ 1,638,195	\$ 372,689.36
CGI Advantage Collections (Accounts Receivables Managed < \$2B)	\$ 2,997,143	30%	\$ 2,098,000	0.75%	\$ 2,113,735	\$ 480,874.71
CGI Advantage Collections (Accounts Receivables Managed < \$3B)	\$ 3,365,714	30%	\$ 2,356,000	0.75%	\$ 2,373,670	\$ 540,009.93
CGI Advantage Collections (Accounts Receivables Managed < \$5B)	\$ 4,544,286	30%	\$ 3,181,000	0.75%	\$ 3,204,858	\$ 729,105.08
CGI Advantage Collections (Accounts Receivables Managed < \$7.5B)	\$ 5,050,000	30%	\$ 3,535,000	0.75%	\$ 3,561,513	\$ 810,244.09
CGI Advantage Collections (Accounts Receivables Managed < \$10B)	\$ 6,060,000	30%	\$ 4,242,000	0.75%	\$ 4,273,815	\$ 972,292.91

Service Description	MSRP	DIR Customer Discount	DIR Admin Fee	DIR Customer Price
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**Maintenance and Support**

The annual price for Maintenance and Support in year one for all products listed above is 22.75% of the DIR Final Customer Price. A right-most column was added to identify the annual Maintenance and Support cost for Implementation Services, including but not limited to, Installation and Training, are available at the following Professional Services hourly rates:

Project Manager	\$ 286	\$ 200	0.75%	\$ 202
Subject Matter Expert	\$ 229	\$ 160	0.75%	\$ 161
Technical/Functional Expert	\$ 200	\$ 140	0.75%	\$ 141

OPTIONAL Description	MSRP	DIR Customer Discount	DIR Admin Fee	DIR Customer Price
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Not applicable to the CGI proposal



DIR-TSO-2567 - Appendix C - Pricing  
Department of Information Resources  
Enterprise Resource Planning (ERP) Products, Supplemental Modules, and Related Services

Software as a Service (SaaS) Description	MSRP/ List Price	DIR Customer Discount	DIR Customer Price	DIR Admin Fee	DIR Final Customer Price (Includes Admin Fee)
<b>Products with Pricing Based on Operating Budget</b>					
<b>Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): \$0 - \$200M</b>					
CGI Advantage360 Full Suite (FIN, PB, HRM)	\$ 784,466	30%	\$ 549,126	0.75%	\$ 553,244
CGI Advantage360 Financial Management (FIN)	\$ 402,809	30%	\$ 281,966	0.75%	\$ 284,081
CGI Advantage360 Performance Budgeting (PB)	\$ 231,925	30%	\$ 162,348	0.75%	\$ 163,565
CGI Advantage360 Human Resource Management (HRM)	\$ 402,809	30%	\$ 281,966	0.75%	\$ 284,081
<b>Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): \$201 - \$400M</b>					
CGI Advantage360 Full Suite (FIN, PB, HRM)	\$ 1,099,057	30%	\$ 769,340	0.75%	\$ 775,110
CGI Advantage360 Financial Management (FIN)	\$ 564,536	30%	\$ 395,175	0.75%	\$ 398,139
CGI Advantage360 Performance Budgeting (PB)	\$ 309,783	30%	\$ 216,848	0.75%	\$ 218,475
CGI Advantage360 Human Resource Management (HRM)	\$ 564,536	30%	\$ 395,175	0.75%	\$ 398,139
<b>Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): \$401 - \$600M</b>					
CGI Advantage360 Full Suite (FIN, PB, HRM)	\$ 1,682,754	30%	\$ 1,177,928	0.75%	\$ 1,186,762
CGI Advantage360 Financial Management (FIN)	\$ 864,629	30%	\$ 605,241	0.75%	\$ 609,780
CGI Advantage360 Performance Budgeting (PB)	\$ 475,679	30%	\$ 332,975	0.75%	\$ 335,473
CGI Advantage360 Human Resource Management (HRM)	\$ 864,629	30%	\$ 605,241	0.75%	\$ 609,780
<b>Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): \$601 - \$800M</b>					
CGI Advantage360 Full Suite (FIN, PB, HRM)	\$ 2,319,125	30%	\$ 1,623,388	0.75%	\$ 1,635,563
CGI Advantage360 Financial Management (FIN)	\$ 1,189,994	30%	\$ 832,996	0.75%	\$ 839,243
CGI Advantage360 Performance Budgeting (PB)	\$ 647,489	30%	\$ 453,242	0.75%	\$ 456,642
CGI Advantage360 Human Resource Management (HRM)	\$ 1,189,994	30%	\$ 832,996	0.75%	\$ 839,243
<b>Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): \$801M - \$1B</b>					
CGI Advantage360 Full Suite (FIN, PB, HRM)	\$ 2,761,165	30%	\$ 1,932,815	0.75%	\$ 1,947,311
CGI Advantage360 Financial Management (FIN)	\$ 1,410,664	30%	\$ 987,465	0.75%	\$ 994,871
CGI Advantage360 Performance Budgeting (PB)	\$ 740,131	30%	\$ 518,092	0.75%	\$ 521,977
CGI Advantage360 Human Resource Management (HRM)	\$ 1,410,664	30%	\$ 987,465	0.75%	\$ 994,871

**Software as a Service (SaaS) Assumptions:**

The Net prices listed above reflects a 30% discount from list price as well as the DIR Fees of 0.75%; additional discounts can be negotiated with further discussions

Additional discounts can vary based on the term of the agreement

Annual subscription fee payable at contract execution.

The DIR Customer Price for the Annual Subscription fee includes all license, maintenance, hosting, technical support, and all necessary third party tools required to implement the CGI Advantage 360 solution.

The DIR Customer Price for the Annual Subscription fee provides the organization enterprise rights to the software.

Implementation services are not included in the Annual Subscription fee and are negotiated based on client requirements.

**DIR-TSO-2567 - Appendix C - Pricing**  
**Department of Information Resources**  
**Enterprise Resource Planning (ERP) Products, Supplemental Modules, and Related Services**

**All Other Assumptions:**

The Net prices listed above reflects a 30% discount from list price as well as the DIR Fees of 0.75%, additional discounts can be negotiated with further discussions

Additional discounts can vary based on the number of modules purchased as well as number of hours purchased

The DIR Customer Price of license provides the organization enterprise rights to the software, there is no user based licensing for CGI Advantage product

The DIR Customer Price of the products listed above do not include Maintenance. 1st year maintenance is due at the time of the contract signature

The rate of annual Maintenance is 22.75% of net license fees as listed above

The Net price listed above does not include the required 3rd party tools necessary to implement CGI Advantage and will require a separate negotiation at the time of contract signing

Annual Maintenance Period begins at time of delivery of the software or contract signature

The Net Services Rates pricing are for services that include, but may not be limited to, identification, scoping, and delivery of the following: Solution Requirements,

Implementation Phases, Testing Requirements, Acceptance Criteria, Service Level Agreements, and Technical Environment. This is a representative sample of items which

may be included in a supplemental agreement. Related services include but are not limited to: installation, maintenance and support, technical services, hosting, managed services and product training.